

The Honorable Robert S Lasnik

James McDonald
14840 119th PL NE
Kirkland, WA 98034

UNITED STATES DISTRICT COURT,
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

James McDonald

Plaintiff

No. C10-1952-RSL

v.

OneWest Bank, FSB,
Northwest Trustee Services,
Mortgage Electronic Registration Systems,
Defendants.

Plaintiff's Opposition and Response to
Defendants' Motion for Partial Summary
Judgment on Plaintiff's FCRA Claims
Noting Date: August 24, 2012

I. Introduction

COMES NOW, Plaintiff James McDonald, *pro se* and respectfully submits this opposition to Defendant OneWest Bank, FSB's (hereafter "OneWest") Motion for Partial Summary Judgment in reference to Plaintiff's Fair Credit Reporting Act (FCRA) claims included in his Second Amended Complaint. Plaintiff respectfully requests the Court to deny OneWest's motion or to rule in favor of the Plaintiff as allowed by FRCP 56(f)(1).

II. Facts

OneWest's false claim of ownership of the promissory note and actions taken based on the same false claim violated Plaintiff's rights and interests under the FCRA

1. Note and Deed of Trust

On January 8, 2007 Plaintiff signed a Note and Deed of Trust as described fully in the Second Amended Complaint Sections 2.1 and 2.2. The original lender named in the Note and Deed of Trust is Indymac Bank, FSB ("Indymac").

1 **2. Indymac Sold the Note**

2 In discovery, Plaintiff learned that on or about February 27, 2007 Indymac sold the Note
 3 into a securitized pool of mortgage loans identified as Pool 1J1527 with a CUSIP (Committee
 4 on Uniform Securities Identification) Number of 3128NHVU4. This information was obtained
 5 via subpoenaed upon third party Freddie Mac, the government sponsored entity. Michael
 6 Henderson, Esq., in house counsel for Freddie Mac, confirmed via telephone conversations
 7 and email exchanges that this information is accurate (Declaration of James McDonald,
 8 Exhibits 14 & 15). Plaintiff then located the Pool using the CUSIP Number on Freddie Mac's
 9 website¹. Further, production by Freddie Mac on the identified Pool included a document
 10 entitled "Additional Supplement for Mortgage Participation Certificates" (Exhibit 16,
 11 Additional Supplement for Mortgage Participation Certificates).

12 The document reads, *inter alia*, "*Information and representations in this Additional*
 13 *Supplement about the seller and the Mortgages are the information and representations only*
 14 *of the seller of the Mortgage; we make no representations or warranties concerning the*
 15 *accuracy or completeness of the information contained herein.*" (Emphasis added). The Seller
 16 identified in the Pool and this document is Indymac Bank, FSB and not OneWest. According
 17 to the production made by Freddie Mac, Freddie acted as a broker for the securitized
 18 transaction and not the purchaser of the Note.

19 Prior to, and during this litigation, for the past two years, OneWest has continued to deny
 20 that the subject loan is part of a mortgage-backed securities product. OneWest in fact has
 21 repeatedly claimed that it owns and holds the promissory note and has right to foreclose upon
 22 Plaintiff's homestead under the terms of the deed of trust. Once the litigation commenced,

23 _____
 24 ¹ <http://www.freddiemac.com/mbs/index.html?intcmp=MSMAIN-T>

OneWest altered its claims to state that Freddie Mac was and had been upon sale of the Note by Indymac the owner of the Note. Sworn declarations, affidavits and representations have been submitted by OneWest's into this Court and are now proven to be completely untruthful given Freddie Mac's disclosure and Plaintiff's independent research (Is there a composite of affidavits or declarations you can attach here?).

3. Unlawful Non-Judicial Foreclosure

Based on the foregoing misrepresentations and cover up, OneWest and the other named defendants commenced non-judicial foreclosure against Plaintiff's homestead. In the Notice of Default, the defendants stated that OneWest *is* the owner, beneficiary and creditor of Plaintiff's Note. OneWest conduct of sending out Notice of Default and commencing foreclosure under the Washington Deed of Trust Act without actually being the owner and beneficiary is patently illegal. OneWest further made false claims of ownership and beneficial status in the Appointment of Successor Trustee. Defendant MERS unlawfully transferred beneficial rights to the Note and Deed of Trust to OneWest in the Assignment of Deed of Trust.

OneWest's Claim of Ownership has been challenged by Plaintiff repeatedly and consistently

4. Qualified Written Request, Dispute and Debt Validation Demand

On April 27, 2010, Plaintiff sent to Defendant OneWest a Qualified Written Request, Dispute and Debt Validation Demand (Exhibit 3, QWR). This document demanded strict proof and advised OneWest of the nature of Plaintiff's dispute thoroughly.

5. Dispute Letter and Responses

On June 29, 2012, Plaintiff sent a dispute letter to OneWest (Exhibit 4, Dispute Letter), TransUnion, Experian and Equifax. OneWest received this letter on July 1, 2010 (Exhibit 5,

1 Proof of Receipt). The three CRAs, including Experian, all responded that they had
 2 communicated with OneWest in their responses to Plaintiff (Exhibits 6-8, Composite of
 3 Responses by CRAs).

4 **6. Plaintiff's Bankruptcy Filing**

5 In the Petition for Bankruptcy Plaintiff included every item showing on his credit report
 6 on his Schedule F (Exhibit 9). Under 11 USC, Plaintiff was required to list anyone with a
 7 potential (valid or invalid) claim against Plaintiff. This is because failure to list every potential
 8 claim would result in non-dischargeable debts under the Bankruptcy Code. *In Re Harris* WL
 9 1732924 (1st Cir BAP 2008) (The Court denied her a discharge under Bankruptcy Code
 10 727(a)(4)(A) which allows for a denial of a discharge when a debtor (i) knowingly and
 11 fraudulently makes a false oath, (ii) relating to a material fact in his bankruptcy case. The BAP
 12 affirmed). Plaintiff listed OneWest Bank as a disputed non-priority claim and as a result,
 13 OneWest was notified by the Bankruptcy court of the nature of Plaintiff's dispute of its
 14 ownership.

15 **Despite Plaintiff's dispute, OneWest continues to perpetuate its claim of ownership** 16 **of the subject mortgage loan**

17 **7. Declarations of Charles Boyle**

18 It is not until after Plaintiff has filed suit that OneWest started to alter their story about
 19 the ownership of the Note (which is still patently false). On or about March 23, 2011, Charles
 20 Boyle, Vice President of OneWest, submitted a declaration in support of the Defense's first
 21 Motion for Summary Judgment (Dkt. 49). Sworn under the penalty of perjury, Mr. Boyle
 22 declared, "After origination, Indymac Bank, FSB sold Plaintiff's Note to Federal Home Loan
 23 Mortgage Company ("Freddie Mac"). *Freddie Mac has remained the investor and owner of*
 24 *the Note.*" This Declaration cannot be true in light of the representations made by Freddie

1 Mac's counsel, Michael Henderson, Esq. As noted supra, Indymac sold the Note to a Security
2 and not to Freddie Mac.

3 On or about March 15, 2012, Charles Boyle made another declaration in support of the
4 Defense's Second Motion for Summary Judgment (Dkt. 123). Again, under the penalty of
5 penalty. He declared that he had personally reviewed the records in relation to Plaintiff's Note
6 by stating, "In connection to making this declaration, I have personally examined these
7 business records." He also declared, "After origination, Indymac Bank, FSB sold Plaintiff's
8 Note to Federal Home Loan Mortgage Company ("Freddie Mac"). Indymac Bank, FSB
9 retained the servicing rights and serviced the loan on behalf of Freddie Mac. Freddie Mac has
10 remained the investor and owner of the Note."

11 On or about July 26, 2012, Charles Boyle made a third declaration in support of
12 OneWest's Partial Motion for Summary Judgment (Dkt. 156) in which he repeated essentially
13 the same information. These declarations have become comical because while OneWest denies
14 that any responsive files and records exist in response to Plaintiff's interrogatories (Declaration
15 of James McDonald, Exhibit 13), apparently Mr. Boyle was able to see them, read them, and
16 form concrete conclusions about them. The more serious conclusion, however, based on these
17 facts, is that Mr. Boyle's representations should not be taken at face value but must be tested.

18 **8. Declaration of JC San Pedro**

19 On or about January 12, 2011, OneWest submitted a declaration (Dkt. 16) signed by JC
20 San Pedro as Vice President of Indymac Mortgage Services, a division of OneWest in which
21 Mr./Ms. Pedro stated : "I have reviewed the records that pertain to the McDonald loan...
22 Freddie Mac is the investor on the Loan, and prior to 2009, *Indymac serviced the loan for*
23 *Freddie Mac*". In addition to the phantom files that these individuals were able to review—
24 phantom because OneWest declared it does not have any files or records responsive to

1 Plaintiff's interrogatories—the fact remains that Freddie Mac's lawyer contradicts these
 2 individuals by providing proof that Freddie Mac did not purchase the Note and therefore
 3 cannot be the investor.

4 **9. Plaintiff's Motion for Partial Summary Judgment contains misrepresentations**

5 First, OneWest has deliberately attempted to distract the Court by recasting Plaintiff's
 6 original dispute as having to do with the CRAs' report that the subject account was “included
 7 in or discharged in bankruptcy.” Plaintiff has written to the CRAs, including Experian to alert
 8 the CRAs of the facts that OneWest was not the owner or a party in interest of the subject loan
 9 and must explain why it has been conveying account information to the CRAs as if it is in fact
 10 the creditor and that the derogatory information reported was inaccurate and willfully unlawful
 11 (Exhibit 4). Moreover, together with TransUnion and Equifax, Experian acknowledged receipt
 12 of Plaintiff's dispute and responded in writing. Therefore, it would be difficult for OneWest to
 13 claim it should not have to do anything about Experian's report.

14 Second, defense counsel selectively couched her argument around an incomplete
 15 definition of the term “furnisher” in OneWest's Motion for Partial Summary Judgment.
 16 Counsel contends that the statutory definition applies only to “sources that provide credit
 17 information to the CRAs”, citing to *Gorman, supra* (Motion, p. 10, line 4). Yet, the *Gorman*
 18 court in fact relies on H.R. Rep. No. 108-263, at 24 (2003) for the definition of furnisher: “The
 19 most common... furnishers of information are credit card issuers, auto dealers, department and
 20 grocery stores, lenders, utilities, insurers, collection agencies, and government agencies.” In
 21 other words, furnishers are creditors or the government. A creditor is “a person to whom a debt
 22 is owing by another person,” (Black's Law, 6th Ed, P.409). OneWest Bank has never extended
 23 credit to Plaintiff or loaned him any funds. This particular financial institution has never
 24 purchased a debt signed by Plaintiff. Under RCW 62A.9-318, OneWest is NOT a creditor of

1 Plaintiff, nor has any legal or equitable interest in any debt of the Plaintiff. Based on clear
 2 evidence that Plaintiff does not owe a debt to OneWest, because his mortgage loan was in fact
 3 sold to several entities before becoming a part of a securitized chain, where none of these
 4 entities was either OneWest, or Freddie Mac, OneWest violated the FCRA.

5 Third, based on the fact that OneWest has always known it is neither the creditor of the
 6 account nor the beneficiary under the Deed of Trust, its commencement of non-judicial
 7 foreclosure against Plaintiff was based on complete falsehood. Because OneWest has actual
 8 knowledge that it is not a creditor relating to an indebtedness incurred by Plaintiff, its failure to
 9 explain, modify or terminate the derogatory trade lines results in daily damages until remedial
 10 actions are taken or OneWest's behavior is sanctioned by the court.

11 Fourth, OneWest now admits that it has pulled Plaintiff's credit through Equifax
 12 Mortgage Solutions on July 20, 2012. This act is in violation of FCRA §604 defining that are
 13 the permissible purposes for obtaining consumer reports. As the parties are actively engaging
 14 in an adversary proceeding, OneWest must obtain a subpoena or have a court order for this
 15 pulling of Plaintiff's credit report. OneWest's act of taking liberty with Plaintiff's once again
 16 illustrates its arrogance and reckless disregards for the laws. Moreover, OneWest's order of
 17 Plaintiff's credit report further damages Plaintiff's credit standing² on each of the three CRAs.
 18 This credit report pull will remain and continue to affect Plaintiff's score for months to come.

19 **9. Defense Counsel might have committed fraud on the Court**

20 OneWest, as a corporate defendant, could not have made these various claims in
 21 opposition of Plaintiff's efforts to get at the truth, except through its counsel, Heidi Buck, Esq.
 22 Counsel has submitted various Motions, Responses, Declarations of herself and of others.

23
 24 ² <http://www.bankrate.com/finance/credit-cards/how-credit-inquiries-affect-credit-score.aspx>

1 Along with her client, Ms. Buck has boldly made representations that based on facts that can
 2 be fully verified, are simply not true. For example, in Defendant's Response to Plaintiff's
 3 Motion for Reconsideration in allowing Plaintiff's FCRA claim to move forward (Dkt. 118),
 4 Ms. Buck claimed there was no evidence that OneWest had been notified by the CRAs of the
 5 dispute. For the numerous requests that Plaintiff has made directly to OneWest, and the
 6 responses from CRAs that Plaintiff has received about his dispute of OneWest's claim, Heidi
 7 Buck's representations to the Court in this case are just untenable.

8 **III. Arguments**

9 **1. Summary Judgment is Inappropriate as a Matter of Law**

10 The issue of material fact rendering summary judgment inappropriate is whether the
 11 investigation claimed to have been conducted by OneWest was reasonable following
 12 notification by the CRAs and by Plaintiff himself that the reported information was being
 13 disputed. The Court cannot make a determination of reasonableness simply based on
 14 OneWest's self-serving claim. Many courts have ruled that the reasonableness of the
 15 investigation is a question of fact for the jury to decide. *Gorman v. Wolpoff & Abramson,*
 16 *LLP*, 584 F.3d 1147 (9th Cir. 2009); *Rambarran v. Bank of America*, 609 F.Supp.2d 1253
 17 (S.D. Fla. 2009)("the reasonableness of an investigation is a matter to be determined at trial
 18 not summary judgment, unless the facts of the case establish the reasonableness or
 19 unreasonableness of a particular investigation beyond all doubt ... Simply stated, this is not
 20 such an open-and-shut case. A genuine issue of material fact remains as to whether
 21 [defendant's] investigation was reasonable in light of the fact that it verified the existence of
 22 Plaintiff's charged off account to the CRAs ... , even though its owner records reflected that
 23 Plaintiff's account was 'paid in full"); *Smith v. Ohio Sav. Bank*, 2008 WL 2704719 (D.Nev.
 24 July 7, 2008)(reasonableness was a jury question that required denial of cross motion for

summary judgment when furnisher inaccurately noted bankruptcy filing on account of non-filing spouse); *Ferrarelli v. Federated Fin. Corp. of Am.* 2009 WL 116972 (S.D. Ohio Jan. 16, 2008)(factors for jury's consideration included prevailing industry standards, a cost-benefit inquiry, the time spent by furnisher's employee performing each investigation, employee's failure to refer to supporting documentation submitted by consumer, and the fact that employee's only training was on the job); *Drew v. Equifax Info. Services, LLC*, 2009 WL 595459 (N.D. Cal. Mar. 5, 2009)(jury could find that investigation was not reasonable when furnisher continued to report and make inquiries about a known fraudulent account and later sent correspondence to consumer at fraudster's address).

OneWest's miscomprehension of the law is evidenced by counsel's statement that the CRA/the dispute only "instructed OneWest to 'provide or confirm complete ID.'" (Motion, p. 11, lines 3-5). Even if the CRA does not adequately convey the nature or details of the dispute, OneWest as the Furnisher and the named defendant in the instant case, always has sufficient information about the account to respond to Plaintiff's dispute and thus has a duty to so respond fully to the dispute. *Saunders v. Branch Banking & Trust Co. of VA*, 526 F.3d 142 (4th Cir. 2008)(furnisher incurs liability under §1681s-2(b) when it fails to report to the CRA as part of its investigation results that a meritorious dispute has in fact been disputed by the consumer as required by §1681s-2(a)(3); *Talley v. Dept. of Agric.*, 2009 WL 303134 (N.D. Ill. Feb. 4, 2009)(findings and conclusions of bench trial holding furnisher liable for negligently re-reporting on multiple occasions information previously deleted as a result of its §1681s-2(b) investigation and negligently failing to investigate its internal reporting system that did not block reporting of deleted information).

Defense Counsel's mischaracterization of the central dispute raised by the Plaintiff is particularly egregious in that she and her client have known all along that Plaintiff in fact

1 claims OneWest has fraudulently passed itself off as the owner of the subject mortgage loan,
 2 and affected Plaintiff's credit status with its reports on the status of the mortgage loan.
 3 Regardless of the specific language or codes used by a particular CRA in its notification to
 4 OneWest, OneWest cannot denounce its knowledge of Plaintiff's actual dispute. Plaintiff has
 5 NEVER claimed that the debt is not his. Rather, Plaintiff has continuously and steadfastly
 6 denied that OneWest has any ownership interest in the subject loan sufficiently to acquire
 7 standing or status of a party in interest.

8 The Defense attempts to utilize *Gorman v Wolpoff & Abramson, LLP*, 584 F.3d 1147,
 9 1153 (9th Cir. 2009) as their reasoning that Summary Judgment is appropriate; the case
 10 actually cuts against their argument. In *Gorman* the Ninth Circuit states, "We have held that
 11 "summary judgment is generally an inappropriate way to decide questions of reasonableness
 12 because the jury's unique competence in applying the 'reasonable man' standard is thought
 13 ordinarily to preclude summary judgment," citing *In re Software Toolworks Inc*, 50 F.3d, 615,
 14 621 (9th Cir. 1994). Neither OneWest, as an interested party, or its counsel, as someone being
 15 paid by the interested party can make the determination of whether the investigation
 16 conducted, if any, was reasonable. The Defense also cited to *Rogers v. JPMorgan Chase Bank*,
 17 N.A., C11-1689-JLR, 2012 WL 2190900 (W.D. Wash, June 13, 2012), for support of summary
 18 judgment. However, the *Rogers* court explained that, "The Ninth Circuit's decision in *Gorman*
 19 is distinguishable because there, the furnisher reviewed all of the pertinent records in its
 20 possession, *id.*, whereas here, Chase did not review Ms. Baydid's ticket or incorporate her
 21 knowledge of Mr. Rogers' dispute into its investigation. Whether Chase's investigation was
 22 unreasonable because of these omissions is an issue for the finder of fact." Again, FRCA
 23 jurisprudence heavily favors the determination to be made by the fact finder and not by way of
 24 summary judgment and Plaintiff's case is more akin to *Rogers* than *Gorman* as OneWest's

1 “investigation” appears to be more of a quick glance at a credit summary screen than a real
2 investigation.

3 2. **Defendant's Proof in support of Summary Judgment [Declaration of Charles**
4 **Boyle] is unreliable and insufficient**

5 Defendant relies upon a Declaration signed by Charles Boyle as support of its Motion for
6 Partial Summary Judgment. However, Charles Boyle is an unreliable witness as has been
7 proven in this particular case as well as in other cases. Plaintiff requests that this Court takes
8 judicial notice of the decision issued on May 26, 2011 by Judge Fabre of the US Bankruptcy
9 Court in the District of Southern California, *In re OneWest Bank, FSB v Arizmendi* BK Case
10 09-19263-PB13 (2011). *Arizmendi* involves the same entities, MERS, IndyMac and OneWest
11 as well as Mr. Boyle as a witness on behalf of OneWest in an evidentiary proceeding.

12 The Opinion recounts how Mr. Boyle testified under oath that Freddie Mac was the real
13 party of interest and current beneficiary of the mortgage loan in that particular case. Although
14 Mr. Boyle testified that he had *reviewed the records* pertaining to Mrs. Arizmendi’s case, he
15 testified also that he was unaware of payments that had been made. Based on Mr. Boyle's
16 testimony and the quality of proof produced by OneWest, Judge Fabre concluded, “OneWest’s
17 handling of this issue was sloppy at best and **illustrates the problem with any reliance on its**
18 **witnesses.** To put it bluntly, the right hand does not know what the left hand is doing at
19 OneWest.” The Judge continued to express, “Thus, MERS’ purported assignment of the Trust
20 Deed **and the related note** as nominee for the Original Lender and without a reference to
21 Indymac Bank, FSB or Freddie Mac appears **designed to disguise rather than to illuminate**
22 **the facts...OneWest failed to tell the true and complete story** in the OneWest Declaration
23 and the Claim.” Judge Fabre denied OneWest's motion for relief from stay stating that, “The
24

1 Court will not participate in a process where OneWest increases its profits by disobeying the
2 rules of this Court and by providing the Court with erroneous information.”

3 In the matter of *In re Doble*; BK Case No 10-11296-MM13 (2010), OneWest and its
4 professional witness, Charles Boyle, were held to have made representations and given
5 testimony that were “neither candid nor credible”. In the matter of *In re Carter*; BK Case No
6 10-10257-MM13, witness Charles Boyle and Brian Burnett were submitting declarations in
7 support of OneWest's position. In the matter of *In Re Telebrico* Bk. No. 10-07643-LA13,
8 OneWest used a declaration by Suchan Murray (who signed under oath the Appointment of
9 Successor Trustee in Plaintiff’s case) which resulted in the court's finding that, “OneWest
10 provided evidence that was either intentionally or recklessly false.”

11 The systematic fraud perpetrated in these court cases is evident in this case. As
12 demonstrated herein, Counsel for the Plaintiff has knowingly submitted Charles Boyle's sworn
13 declarations where he claimed that Indymac sold the Note to Freddie Mac and that Freddie
14 Mac had remained the owner of the Note ever since which is directly contradicted by Counsel
15 for Freddie Mac. Counsel has an affirmative duty not to present false or perjured testimony
16 under the Ethics Code and she cannot claim ignorance because Charles Boyle's testimony has
17 been sanctioned by other court. The contradiction between what Freddie Mac claims to have
18 happen and what OneWest asserts to be the truth, couple with the quality of Mr. Boyle's
19 testimony creates a genuine issue of material fact and renders Mr. Boyle’s sworn statements
20 unreliable for purpose of summary judgment.

21 **3. Plaintiff is entitled to damages**

22 Damages to the consumers are authorized by §1681n: “Any person who willfully fails to
23 comply with any requirement imposed under this title with respect to any consumer is liable to
24 that consumer in an amount equal to the sum of: 1(A) any actual damages sustained by the

1 consumer as a result of the failure or damages of not less than \$100 and not more than \$1000;
 2 or 1(B) in the case of liability of a natural person for obtaining a consumer report under false
 3 pretenses or knowingly without a permissible purpose, actual damages sustained by the
 4 consumer as a result of the failure or \$1,000, whichever is greater.”

5 Plaintiff has shown throughout this Response that OneWest has committed and continues
 6 to commit violations under FCRA on a daily basis. It is undisputed that the bank knowingly
 7 failed to mark the account as being disputed, knowingly listed the account as being in
 8 foreclosure or as part of a bankruptcy when neither of these status applied during the period in
 9 question, knowingly misrepresented to the CRAs that it is a creditor relating to the mortgage
 10 loan account, and knowingly exacerbated the damages suffered by the Plaintiff are all
 11 actionable conduct under the FCRA, under 1681s-2(b) and result in damages under 1681n.

12 In addition to the actual damages which will be proven at trial, the FCRA allows for
 13 statutory damages, which the Defense acknowledged in their Motion. Each day that OneWest
 14 falsely claims to be Plaintiff's creditor to each CRA is three separate violations of willful
 15 noncompliance. Each day OneWest refuses to mark the account in dispute with each of the
 16 CRAs is three separate violations of willful noncompliance. Each day OneWest fails to
 17 remove that a debt owed to OneWest, which there is none, was included or discharged in a
 18 bankruptcy to Equifax is a violation of willfully providing inaccurate information. Each day
 19 that OneWest fails to remove that a foreclosure process has been started, when there is no legal
 20 foreclosure process started, to TransUnion and Experian are two separate violations of willful
 21 noncompliance.

22 **IV. Conclusion**

23 **WHEREFORE**, Plaintiff humbly moves this honorable Court to deny the Defense's
 24 Motion for Partial Summary Judgment and/or find in favor of the Plaintiff as allowed by FRCP

1 56(f)(1). Further, Plaintiff moves the Court to require OneWest and its witnesses, Charles
2 Boyle and JC San Pedro and their counsel, Heidi Buck, Esq., to appear and explain to the
3 Court as to the inconsistencies described herein.

4
5 /s/ James McDonald -
James McDonald
6 Pro Se

Certificate of Service

7 I hereby certify that on the 21st day of August, 2012 the foregoing was electronically filed with the
Clerk of the Court using the ECF system, which sent notification and therefore served the following:

8 Heidi Buck
Routh Crabtree Olsen
13555 SE 36th ST Suite 300
9 Bellevue, WA 98006

10 /s/ James McDonald -
James McDonald
Pro Se